

1 MICHAEL COSENTINO, SBN 83253
Attorney at Law
2 P.O. Box 129
Alameda, CA 94501
3 Telephone: (510) 523-4702
4 Attorney for Plaintiff
United States of America
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FILED

AUG 21 2008

RICHARD W. WIEKING
CLERK U.S. DISTRICT COURT,
NORTHERN DISTRICT OF CALIFORNIA

8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA
10

11 UNITED STATES OF AMERICA

NO. CV 08 2084 SLM

12 Plaintiff,

**DECLARATION IN SUPPORT OF
MOTION TO ENTER DEFAULT AND
IN SUPPORT OF MOTION TO
ENTER DEFAULT JUDGMENT**

13 v.

14 ROMMEL E. AGUILAR

Defendant.
15 _____/

16 I, MICHAEL COSENTINO, declare:

17 1. I am the attorney for the plaintiff in the above-entitled action.

18 2. This declaration is made on behalf of plaintiff.

19 3. From the files and records and other information in this case, declarant is
20 informed and believes that the defendant's place of residence is at 406 RONSHEIMER
21 ROAD, PENNGROVE, CA 94951-8698.

22 4. Defendant is not an infant or incompetent person and not in the military service of
23 the United States within the meaning of the Soldiers' and Sailors' Civil Relief Act of 1940,
24 as amended, or otherwise entitled to the benefits of said Act.

25 5. The time for defendant to plead or otherwise defend has expired.


26 6. Subsequent to the date of the Certificate of Indebtedness, a copy of which is
27 attached hereto and made a part hereof as Exhibit A, \$0.00 in payments have been made
28 to the account; there is now due and owing to the plaintiff from the defendant the sum of

1 \$2,683.44 principal, plus \$4,793.15 additional interest, \$0.00 administrative costs, \$55.00
2 court costs, and \$894.39 as attorney fees.

3 WHEREFORE, declarant requests that judgment be entered on behalf of the plaintiff
4 and against the defendant in the sum of \$8,425.98 plus post judgment interest at the legal
5 rate per annum, pursuant to the provisions of 28 USC Sec. 1961(a), which will be
6 compounded annually pursuant to the provisions of 28 USC Sec. 1961(b).

7 I certify under penalty of perjury that the foregoing is true and accurate to the best of
8 my knowledge, information and belief.

9
10 Dated: August 19, 2008



MICHAEL COSENTINO
Attorney for the Plaintiff

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 of 1

Rommel E. Aguilar
Aka: Rommel E. Aguilar
406 Ronsheimer Rd.
Penngrove, CA 94951-8698
Account No: 8698

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 07/02/07.

On or about 11/01/85, the borrower executed promissory note(s) to secure loan(s) of \$2,500.00, from Security Pacific Bank (Newport Beach, CA) at 9.00 percent interest per annum. This loan obligation was guaranteed by California Student Aid Commission and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 08/12/87, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,683.70 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 01/23/00, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

| | |
|--------------------------------|----------------|
| Principal | \$2,683.44 |
| Interest: | \$4,519.64 |
| Total debt as of 07/02/07: | \$7,203.08 |

Interest accrues on the principal shown here at the rate of \$.66 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 07/30/07

Delfin M. Reyes
Loan Analyst

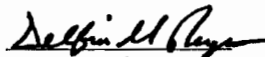

Loan Analyst
Litigation Support

EXHIBIT A